

UNITED STATES DISTRICT COURT  
DISTRICT OF NEVADA

STACY HENRY, VINCENT HENRY,

Plaintiff,

v.

LENNAR CORPORATION; GREYSTONE  
NEVADA, LLC; DOE INDIVIDUALS 1-100;  
and ROE BUSINESS OR GOVERNMENTAL  
ENTITIES 1-100,

Defendant.

GREYSTONE NEVADA LLC,

Third Party Plaintiff,

v.

ATRIUM DOOR & WINDOW COMPANY;  
CHAMPION DRYWALL INC. OF  
NEVADA; DRI RESIDENTIAL  
CORPORATION-NEVADA; EAGLE  
PLASTERING DBA SUNDANCE  
PLASTERING; EXECUTIVE PLUMBING,  
INC.; FRAMECON, INC.; FLOORS-N-  
MORE, LLC DBA CARPETS-N-MORE;  
GUY EVANS, INC.; HIRSCHI MASONRY,  
LLC; METRO ELECTRIC; RED ROCK  
MECHANICAL, LLC; ROADRUNNER  
DRYWALL CORP.; SACRAMENTO  
INSULATION CONTRACTORS DBA  
GALE BUILDING PRODUCTS; TITAN  
STAIRS & TRIM, INC.; AND DOES 100  
through 200, inclusive,

Third Party Defendants.

Case No. 2:09-CV-02105-PMP-LRL

**ORDER ON GREYSTONE NEVADA,  
LLC'S MOTION FOR SUMMARY  
JUDGMENT AGAINST FRAMECON,  
INC.**

Having considered Defendant/Third-Party Plaintiff Greystone Nevada, LLC's Motion for  
Summary Judgment Against Framecon, Inc., having received no opposition, and good cause  
appearing therefor:

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1 IT IS HEREBY ORDERED that Greystone Nevada, LLC's Motion for Summary  
2 Judgment Against Framecon, Inc. is GRANTED.

3 IT IS FURTHER ORDERED that judgment be entered in is entered in favor of Greystone  
4 and against Framecon for **\$333,909.94**, as follows:

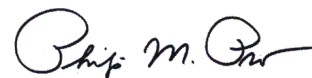
- 5 (1) Framecon will pay Greystone damages in the amount of \$25,930.50 for property  
6 damage resulting from continuing water leaks caused by Framecon's negligent  
7 installation of windows at Plaintiff Stacy Henry's residence;
- 8 (2) Framecon will pay Greystone damages in the amount of \$26,187.67 for the amount  
9 of the settlement sum Greystone paid to Plaintiffs that is allocable to property  
10 damage resulting from Framecon's negligent installation of windows at Plaintiff  
11 Stacy Henry's residence;
- 12 (3) Framecon will pay Greystone damages in the amount of \$271,059.27 for the  
13 attorney's fees and costs Greystone incurred investigating, responding to, and  
14 defending claims of property damage, including property damage resulting from  
15 Framecon's work; and
- 16 (4) Framecon will pay Greystone damages in the amount of \$10,732.50, for the  
17 attorney's fees and costs Greystone incurred bringing its motion for summary  
18 judgment against Framecon.

19 IT IS FURTHER ORDERED that Greystone is granted leave until **August 20, 2012**, to  
20 conduct discovery regarding Framecon's insurance coverage.

21 IT IS FURTHER ORDERED that Greystone is granted leave until **September 19, 2012**, to  
22 amend its third-party complaint to join and assert claims against Framecon's insurers who may be  
23 liable to satisfy all or part of the judgment entered in favor of Greystone and against Framecon.

24  
25 IT IS SO ORDERED

26  
27 DATED: \_ May 29, 2012.



HON. PHILIP M. PRO